

DL THOMPSON LAW, PC

A Professional Corporation Incorporated in the State of New Jersey

Telephone: 732-292-3000

Fax: 732-292-3004

New Jersey Location:

1442 Lakewood Road
Manasquan, NJ 08736

New York Location:

422 Retford Avenue
Staten Island, NY 10312-6108

Mailing Address for all matters:

PO Box 679
Allenwood, NJ 08720

Donna L. Thompson, Esq.

Admitted to Practice NY and NJ

Anthony Cambria, Of Counsel

February 9, 2022

Our File No. 10105-22

Hon. Andrew B. Altenberg
United States Bankruptcy Court
District of New Jersey
401 Market Street
Camden, NJ 08102

Re: In Re. Milford Fred Winter III, Case 22-19057-ABA
Hearing February 14, 2023

Dear Judge Altenberg:

This office represents Valley National Bank. My client has agreed to a Reaffirmation Agreement with the Debtor concerning a 2019 Toyota Camry financed by the Debtor. The reaffirmation principal amount is \$29,052.46.

At the telephonic hearing on January 31, 2023 for the Court's approval of the Reaffirmation Agreement, the Debtor asserted that he had received additional billing from my client that added \$2700.00 in legal fees to the principal balance. You adjourned the hearing to February 14, 2023 at 11:00 AM and required the Debtor to provide proof of these additional charges. The Debtor has filed with the Court an account statement which shows these charges.

Valley National Bank is NOT asking for these charges to be paid in the reaffirmation agreement and has not changed the agreed upon principal in the Reaffirmation Agreement. The bank incurred significant legal fees defending Debtor's "Motion for Authority to Redeem Property Under 11USC 722" wherein he sought to "cram down" the principal balance on the loan to \$18,500.00. The motion required an extensive response from the creditor and the Debtor eventually withdrew the motion and pursued this Reaffirmation Agreement. Legal fees incurred by the bank are automatically charged to the debtor's account; my client has confirmed to me the charges have been removed from the account ledger and are, again, not part of the reaffirmation principal amount of \$29,052.46.

At the hearing on January 31, 2023 the Court questioned why I was appearing as I did not

oppose the Reaffirmation Agreement. As I informed the Court, I received a telephone call from the Debtor the day prior to the hearing advising me I needed to appear. I will appear telephonically through Court Solutions for the February 14, 2023 hearing unless the Court advises otherwise. Thank you.

Very truly yours,

/s/ Donna Thompson
Donna L. Thompson, Esq.

Cc: Milford Fred Winter III (via regular mail)
15 Webb Avenue
Pitman, NJ 08701

Joseph Marchand, Esq. (via eCourts)
117-119 West Broad Street
PO Box 298
Bridgeton, NJ 08302

U.S. Trustee (via eCourts)
US Dept of Justice
Office of the US Trustee
One Newark Center Suite 2100
Newark, NJ 07102

Client via email only